

**Urbana Town Board Meeting  
Regular Board Meeting  
Dec 17, 2024 - 6:30 p.m.**

**Open Meeting**

**Pledge of Allegiance**

- Minutes: November 19, 2024
- Abstract #12 of 2024
- Accept Department Reports

**Old Business**

- Grant Update

**Comments from the Public on Old Business**

**New Business**

- Renewal of Hammondsport Firehouse lease
- Approve Attorney Rich Buck's 2025 Contract
- Police Contract
- Backhoe declared surplus to put up for auction

**Comments from the Public on New Business**

**Close Meeting**

**Urbana Town Board Meeting  
Regular Board Meeting  
November 19, 2024 - 6:30 p.m.**

<b>PRESENT:</b>	K. David Durepo	Supervisor
	David Luppino	Deputy Supervisor
	Mary Famer	Councilperson
	Emery Cummings	Councilperson
	Tammie Nelson	Bookkeeper
	Deanna Tompkins	Town Clerk

**ABSENT:** Edward P. Stull Councilperson

**Other Present:** Nichole Dresser, Shelly Fisher, Brandi Walruth, Ian Walruth, Keegan Walruth, Patrick VanZile, Jimmy Allen, Gary Meeks, Trevor Parke, Bill Spies, Chris McConnell, Ellen White, Kyle Bower, Lyn Crouse, Alan Carpenter, Jeff Crouse, Cherokee Roe, Tammy Catherman, Alan Locey, Brian Marham

**Open Meeting**

Supervisor Durepo opened the meeting at 6:30 p.m.

**Pledge of Allegiance**

**Approve Minutes**

On a motion made Councilperson Cummings, seconded by Deputy Supervisor Luppino and carried, all voting Aye to approve the minutes from October 1, 2024; October 8, 2024; October 15, 2024; November 13, 2024.

**Abstract #11 of 2024**

On a motion made by Councilperson Farmer, seconded by Deputy Supervisor Luppino and carried, all voting Aye to approve Abstract #11 of 2024.

**Accept Department Reports**

On a motion made by Councilperson Cummings, seconded by Deputy Supervisor Luppino and carried, all voting Aye to accept the Department Reports.

**Hammondsport Central School- Capital Project- Kyle Bower**

Kyle Bower, Superintendent of Hammondsport Central School explained Hammondsport Central School's Capital Project that will be going to a vote on December 12, 2024.

**Eagle Scout Project -Keegan Walruth**

Keegan Walruth presented his Eagle Project Proposal. He would like to build and put a receptacle for fishing lures wherever people fish. The board thought it was a good idea and gave him permission to do his Eagle Scout Project.

## **Public Hearing for The Town of Urbana's 2025 Budget**

Supervisor Durepo opened up the Public Hearing for the Town of Urbana's 2025 budget.

## **Public Hearing for Local Law 5 of 2024: Prior Written Notice of Highway Defects**

### **Prior Written Notice Notice of Highway Defects**

Local Law No.5 of the Year 2024

A local law providing for written notification of defects and obstructions on town highways, bridges, streets, sidewalks, crosswalks, and culverts in the Town of Urbana.

Be it enacted by the Town Board of the Town of Urbana.

Section 1. No civil actions shall be maintained against the town or town superintendent of highways for damages or injuries to person or property sustained by reason of any highway, bridge, street, sidewalk, crosswalk, or culvert being defective, out of repair, unsafe, dangerous, or obstructed unless written notice of such defective, unsafe, dangerous, or obstructed condition of such highway, bridge, street, sidewalk, crosswalk, or culvert was actually given to the town clerk or town superintendent of highways, and there was a failure or neglect within a reasonable time after the giving of such notice to repair or remove the defect, danger, or obstruction complained of.

No such action shall be maintained for damages or injuries to person or property sustained solely in consequence of the existence of snow or ice upon any highway, bridge, street, sidewalk, crosswalk, or culvert, unless written notice thereof, specifying the particular place, was actually given to the town clerk or town superintendent of highways and there was failure or neglect to cause such snow or ice to be removed, or to make the place otherwise reasonably safe within a reasonable time after the receipt of such notice.

Section 2. The town superintendent of highways shall transmit in writing to the town clerk within five days after the receipt thereof all written notices received pursuant to this local law and subdivision 2 of section 65-a of the Town Law. The town clerk shall cause all written notices received pursuant to this local law and subdivision 2 of section 65-a of the Town Law, to be presented to the town board within five days of the receipt thereof or at the next succeeding town board meeting, whichever shall be sooner.

Section 3. This local law shall supersede in its application to the Town of Urbana subdivisions 1, 2 and 3 of section 65-a of the Town Law.

Section 4. This local law shall take effect immediately upon its filing in the office of the Secretary of State.

## **Approve 2025 Budget**

Supervisor Durepo opened up the Public Hearing for the Town of Urbana's 2025 budget.

Tammie Nelson, budget officer, explained that we have to have the public hearing before we can make any changes.

On a motion made Councilperson Cummings, seconded by Deputy Councilperson Luppino and carried, all voting Aye to close the Public Hearing at 7:02 p.m.

## **Old Business**

### **Grant Update**

The Rails to Trails project got the second most votes at the public forum for the NY Forward Grant. Dave Oliver, grant administrator explained that it is important to make Champlin Beach and Pleasant Valley Winery a historic site.

Councilperson Cummings would like to re-look at the trail coming up to the school property.

David Oliver and Deanna Tompkins went to Mrs. Orzel's Hammondsport Central School's Science Class to talk about the students working on a planting plan at Curtiss Park.

## **Grants Summary 11-13-2024**

### **Completion of Bridge and Boardwalk [Awarded]**

**C1001174      \$911,421      \$227,855 Town & \$683,565 State**

Final payment received by DOS (1-26-24)

Final payment made to Wendy Meagher; DOC is closing grant.

### **Curtiss Park Accessibility Improvements [Awarded]**

**C1002046      \$1,260,992      \$315,248 Town & \$945,774 State.**

RFP's opened Nov. 4<sup>th</sup>. All bids over Saratoga estimate of project. Closest was over by \$250,000. Alternative methods are being explored at this time.

### **New York Forward [Awarded March 1, 2024]**

**\$4,500,000 no match (for Town projects)**

Go to [hammondsporturbananyf.com](http://hammondsporturbananyf.com) for information.

The Town will focus on Lakefront projects.

Seven projects are being outlined.

**#1 Fluffy's Park at Champlin Beach**

**#2 Pier**

**#3/73 votes**

**#1/99 votes**

#3 Bathrooms Champlin/Fire Pavilion

#5/65 votes

#4 Depot Park

#4/68 votes

#5 Curtiss Park/Liberty St (modified by exempting the Liberty St Parking lot)

#7/ 58 votes

#6 Rails to Trails (Village)

#2/81 votes

Public review on Sept. 11<sup>th</sup> resulted in all of the Town projects scoring at the top of the overall list.

NOTE: The Rails to Trails scored second after the Pier but it did not make the cut because the IDA doesn't feel that there is a good trailhead on either end. The recommendation was that Curtiss Park would be a good place for a "trailhead" but the two parcels in the hands of Bretherton make that a non-starter. Again, no real support for the trail. If the Town were to exercise eminent domain on those parcels you would get something that the public is asking you to do.

Update on Rails to Trails: Next application for TAP is Fall 2025. An overhaul of the project needs to be undertaken to submit an outstanding application. An idea is to connect two historic Glenn Curtiss sites with a trail incorporating rails and the new bridge and boardwalk. We need to have a meeting to review details and get started.

#### **ARC Grant Application [Pending]**

**\$160,000      \$80,000 Town \$ \$80,000 Federal**

Contact with the federal funding has been made and our contact person is Eva. Require information has been sent.

**CFA application 2024 for Pier: submitted 7-30-2024**

**CFA application 2024 for Depot Park: submitted 7-30-2024**

#### **Final Decision about Depot Rental**

Josh Rosenbloom will pay \$750 month for rent at the Depot for the two rooms in the front; Alan Locey will pay \$375 a month for rent for the "Old Police Department". Tammie Nelson will break down the electric bill for each person.

Plans for signage: Josh Rosenbloom will have a sandwich board on front side of the building and on the water side.

Alan will place a sign on the door where it says police department. He may also have a visual on the window.

Parking Spaces: They don't need one.

Do they need a change of use for zoning? The renters will have to follow the village rules.

#### **Part-time Code Enforcement Officer**

It is projected that Building Department fees will cover the hiring of a part-time Code Enforcement Officer.

**Budget Discussion**

The budget was amended to reflect sales tax that will be coming in and the Summer Rec bus payment coming in less than what was budgeted.

There was a discussion on the budget. Questions were asked and answered about the budget.

**Approve 2025 budget**

On a motion made by Deputy Supervisor Luppino, seconded by Councilperson Farmer and carried, all voting Aye to approve the 2025 budget.

**Association of Town Annual Meeting**

On a motion made by Councilperson Cummings, seconded by Deputy Supervisor Luppino and carried, all voting Aye for Councilperson Farmer, and Nichole Dresser to attend the Association of Town's annual meeting. Councilperson Farmer will be the delegate.

**30-day Liquor License**

On a motion made by Councilperson Farmer, seconded by Councilperson Cummings and carried, all voting Aye to approve the 30-day liquor license for Lake Life Catering.

**Deferred Comp Resolution**

On a motion made by Councilperson Cummings, seconded by Councilperson Farmer and carried, all voting Aye to adopt the Deferred Compensations Plan for Employees of the State of NY.

**Lawn-mower**

Deputy Supervisor Luppino wants to research the lawn mower more. Supervisor Durepo will talk to "Fluffy".

**Backhoe**

During the last storm we had the 24-year back hoe broke down.

On a motion made by Deputy Supervisor Luppino, seconded by Councilperson Farmer and carried, all voting Aye to purchase a new backhoe.

**Additions to Maintenance Crew**

Doug Robinson, Highway Superintendent "Fluff" has openings available on his crew. He wants to hire three new people for maintenance.

## **Comments on New Business**

There was a discussion about elected officials being at the meeting.

On a motion made by Councilperson Farmer, seconded by Councilperson Luppino, all voting Aye to go into executive session for employee contracts at 8:14 p.m.

With no further business, on a motion made by Councilperson Luppino, seconded by Councilperson Farmer and carried, all voting Aye to come out of executive session at 9:00 p.m.

Respectfully Submitted,

Deanna Tompkins

Town Clerk

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Conservation	Conservation	7	1.66
		<b>Sub-Total:</b>		<b>\$1.66</b>
A1601	Vitals Records	Vital Registrar Fees	23	230.00
		<b>Sub-Total:</b>		<b>\$230.00</b>
A2530	Racing & Wagering Fees	Bell Jar License	1	10.00
		<b>Sub-Total:</b>		<b>\$10.00</b>
A2544	Dog Licensing	Female, Spayed	2	18.00
		<b>Sub-Total:</b>		<b>\$18.00</b>
A2655	Minor Sales - A Fund	Minor Sales - A Fund	1	1.00
		<b>Sub-Total:</b>		<b>\$1.00</b>
B2189	Septic Permit	Septic Permit	1	175.00
	Septic Transfer	Septic Transfer	1	120.00
		<b>Sub-Total:</b>		<b>\$295.00</b>
B2555	Building Permit	Building Permits	2	155.00
		<b>Sub-Total:</b>		<b>\$155.00</b>
<b>Total Local Shares Remitted:</b>				<b>\$710.66</b>
Amount paid to:	New York State Comptroller's Office			15.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			2.00
Amount paid to:	NYS Environmental Conservation			28.34
<b>Total State, County &amp; Local Revenues:</b>		<b>\$756.00</b>	<b>Total Non-Local Revenues:</b>	<b>\$45.34</b>

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Deanna Tompkins, Town Clerk, Town of Urbana during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date





# The Town of Urbana

PO Box 186  
Hammondsport, NY 14840-0186  
(607) 569-3743

[www.townofurbana.com](http://www.townofurbana.com)

## MONTHLY REPORT FOR Nov.15, 2024-Dec.13, 2024 FOR THE HIGHWAY DEPARTMENT

We have been hauling in sand to fill up the salt and sand barn.

We have been hauling 1 st to town lot for oil and stone in the spring

We have been hauling #2 stone to get ready for spring thaw

We have finished the walk from Champlin Beach to the Bridge and made a small path on the Curtiss Park side from the driveway to the bridge.

We have been out doing some plowing and sanding mostly on the hill tops

We need to dredge the end of the Flum and Boat Launch, there was a ton off sediment that came do the Flum from the flood. I have been in contact with the DEC and Jeff Parker from Soil and Water permits are in the prosses right now and I am getting prices on long arm excavators to do the job. Will be in Contact when I have more.

Just an FYI our 2001 Volvo Roller has been giving us problems the last 2 years now, last year we had to replace major parts of the fuel regen system witch was about \$6,000. We just had wiring issues with it Volvo could not find any wiring diagrams for that roller, they say that year they wear switching from Ingersoll Rand to Volvo so a lot of things got misted or messed up that year. We have but \$2,000 in it right now and they gave me a Quote of another \$6,000 of work it should have done to it. Just wanted to let you know a year or 2 we my have to look at a roller.

The new Maintenance Crew/ grounds keepers are doing very good. They have put up the railing at the Office for about \$3,700, and the bid that we got was for \$17,000. They have started to paint the inside of the office and fix the walls. They have found that the roof is in good shape and that the leaks are coming from valves in the ceiling for the heating system. They also found air gaps where the trusses and walls meet in the meeting room were air and rain has been blowing in and dripping on the ceiling. They have found multiple electrical panels mislabeled, multiply water leaks,

*Douglas Robinson*

## Grants Summary 12-13-2024

### Completion of Bridge and Boardwalk [Awarded]

C1001174     \$911,421     \$227,855 Town & \$683,565 State

Final payment to Fields to be determined by Saratoga Associates.

### Curtiss Park Accessibility Improvements [Awarded]

C1002046     \$1,260,992     \$315,248 Town & \$945,774 State.

- Railing to be finished by end of February 2025. Bridge and Boardwalk usable at present time.
- RFP's returned (7) and all were too high. We have checked with DOS and will be able to continue by using our own workforce as long as WMBE goals are met.
- Fluffy and I are working with the plan to verify the goals.
- Still no payments from DOS. Outstanding, 4 request since the end of Jan. 2024, \$238,743.86 from NYS.

### New York Forward [Awarded March 1, 2024]

**\$4,500,000 no match for municipal projects.**

Go to [hammondsporturbananyf.com](http://hammondsporturbananyf.com) for information.

The Town will focus on Lakefront projects. Seven projects were outlined. Two denied, Rails to Trails & Welcome Center.

#1 Fluffy's Park at Champlin Beach

#2 Pier

#3 Bathrooms Champlin/Fire Pavilion

#4 Depot Park

#5 Curtiss Park / lighting and entrance arch.

### ARC Grant Application [Pending]

**\$160,000     \$80,000 Town \$ \$80,000 Federal**

Contact with the federal funding has been made and our contact person is Eva. They still require information and it is being sent in as available.

**TAP Grant** Application for Main Street to American Legion/Curtiss Museum rails to trails project submitted on 1-8-24. ~~6-25-24 Application denied~~

**CFA application 2024 for Pier: submitted 7-30-2024**

**CFA application 2024 for Depot Park: submitted 7-30-2024**

**TOWN OF URBANA**  
**Abstract of Unaudited Vouchers**  
**GENERAL FUND - TOWNWIDE**

Total Claims: \$85,122.73

12/17/2024

Number 012

Voucher #	Claimant	Account #	Amount	Check	Date
3118	TOLLS BY MAIL PROCESSING 18176189582/Highway Syracuse	A5010.400	13.24		
3120	EMPIRE ACCESS 11449256/Town Hall	A1620.430	356.16		
3120	EMPIRE ACCESS 11426229/highway	A5132.410	187.60		
3120	EMPIRE ACCESS 11449813/Boat Launch	A7110.410	75.67		
3121	PITNEY BOWES GLOBAL FINANCIAL 3320012951/Postage machine	A1670.400	306.48		
3122	Toshiba Business Solutions,USA 6443700/Copier	A1620.431	129.45		
3123	OCCUSTAR, INC. 12387/New Hire Urine testing	A5010.410	178.00		
3123	OCCUSTAR, INC. 12199/Random testing	A5010.410	156.00		
3124	DAVID C. OLIVER LULA training mileage	A1355.400	134.00		
3124	DAVID C. OLIVER NY Forward mileage	A1355.400	71.02		
3124	DAVID C. OLIVER Parking	A1355.400	3.00		
3125	CUSTOM PEST CONTROL, LLC 181009/Town Hall Pest Control	A1620.440	40.00		
3126	PAYCHEX, INC Payroll	A1620.480	50.00	AUTO	12/17/2024
3127	OFFICE OF THE ST COMPTROLLER 4638480-2024-10-01/Justice Fees	A690	4,567.00		
3128	EVELYN SANCHEZ Town Hall	A1620.460	869.20		
3128	EVELYN SANCHEZ Garage	A5132.460	265.00		
3128	EVELYN SANCHEZ Depot	A7140.440	455.80		
3129	CORNING NATURAL GAS CORPORATIO Depot	A1620.412	176.00		
3130	CORNING NATURAL GAS CORPORATIO Town Hall	A1620.420	603.50		

**TOWN OF URBANA**  
**Abstract of Unaudited Vouchers**  
**GENERAL FUND - TOWNWIDE**

Total Claims: \$85,122.73

12/17/2024

Number 012

Voucher #	Claimant	Account #	Amount	Check	Date
3131	CORNING NATURAL GAS CORPORATIO Highway garage	A5132.440	525.15		
3132	THE LEADER Town Hall	A1620.440	1.13		
3133	VILLAGE OF HAMMONDSPORT Police services	A1110.130	135.96		
3134	SCT COMPUTERS, INC. 64709/Managed Services	A1620.480	180.00		
3136	FAMOUS BRANDS Califore/Weaton Uniform allowance	A5010.420	489.99		
3137	NYSEG Back Valley Road	A5132.420	126.41		
3138	NYSEG Town Hall	A1620.410	924.48		
3139	NYSEG Back Valley Road	A5132.420	332.08		
3140	NYSEG Street Lighting	A5182.400	343.20		
3141	VERIZON WIRELESS Department Phones	A1620.430	382.04		
3141	VERIZON WIRELESS Dog Control	A3510.400	70.58		
3144	VILLAGE OF HAMMONDSPORT 1308/Depot	A1620.412	731.98		
3144	VILLAGE OF HAMMONDSPORT 1467/Back Valley Rd	A5132.420	951.41		
3144	VILLAGE OF HAMMONDSPORT 797/Keuka Maid	A7110.410	69.52		
3145	RICHARDSON, PULLEN & BUCK P.C. November Legal Fes	A1410.400	8,501.47		
3147	BEERS TREE SERVICE, INC Stumps at Curtiss Park	A7110.400	500.00		
3148	UNIFIRST CORPORATION 1150265615/Doug Uniforms	A5010.400	12.03		
3148	UNIFIRST CORPORATION 1150264298/Doug Uniform	A5010.400	21.80		
3148	UNIFIRST CORPORATION 1150262667/Doug Uniforms	A5010.400	10.60		

**TOWN OF URBANA**  
**Abstract of Unaudited Vouchers**  
**GENERAL FUND - TOWNWIDE**

Total Claims: \$85,122.73

12/17/2024

Number 012

Voucher #	Claimant	Account #	Amount	Check	Date
3148	UNIFIRST CORPORATION 1150261381/Doug Uniforms	A5010.400	10.60		
3148	UNIFIRST CORPORATION Garage Misc	A5132.430	74.50		
3148	UNIFIRST CORPORATION Garage Misc	A5132.430	85.96		
3148	UNIFIRST CORPORATION Garage Misc	A5132.430	60.00		
3148	UNIFIRST CORPORATION Garage Misc	A5132.430	59.89		
3157	MACHUGA CONTRACTORS INC. 8448/21 Bales of Hay Curtiss Park	A7110.400	147.00		
3161	Pinnacle Rental Centers, Inc. 115220-1/Curtiss Park	A7110.400	119.90		
3163	UniFirst First Aid & Safety J050433/Med cabinets restock	A5132.430	298.63		
3164	Standard Security Life Ins. A Fund	A9055.800	123.00		
3165	VINE CITY SUPPLY, INC. B56638/Office	A1620.470	120.52		
3165	VINE CITY SUPPLY, INC. B56576/Office	A1620.470	77.27		
3165	VINE CITY SUPPLY, INC. B56577/Office	A1620.470	52.19		
3165	VINE CITY SUPPLY, INC. A69843/Office	A1620.470	44.24		
3165	VINE CITY SUPPLY, INC. A69827/Shop	A5132.430	18.98		
3165	VINE CITY SUPPLY, INC. A69840/Shop	A5132.430	93.16		

Total:

24,332.79

**TOWN OF URBANA**  
**Abstract of Unaudited Vouchers**  
**GENERAL FUND - OUTSIDE VILLAGE**

Total Claims: \$85,122.73

12/17/2024

Number 012

Voucher #	Claimant	Account #	Amount	Check	Date
3141	VERIZON WIRELESS Zoning	B8010.400	37.99		
3142	JEFF CEDARSTRAND 8484 Beers Hill	B8090.100	75.00		
3142	JEFF CEDARSTRAND 8670 SLR	B8090.100	75.00		
3142	JEFF CEDARSTRAND 10178 ELR	B8090.100	75.00		
3142	JEFF CEDARSTRAND 10148 ELR	B8090.100	75.00		
3142	JEFF CEDARSTRAND 7113 County Rt 89	B8090.100	75.00		
3142	JEFF CEDARSTRAND 10338 ELR	B8090.100	75.00		
3143	JEFF CEDARSTRAND 8423 Germanin	B8090.100	120.00		
3143	JEFF CEDARSTRAND 10564 WLR	B8090.100	75.00		
3143	JEFF CEDARSTRAND 9893 ELR	B8090.100	75.00		
3143	JEFF CEDARSTRAND 10160 ELR	B8090.100	75.00		
3143	JEFF CEDARSTRAND 9095 SLR	B8090.100	75.00		
3143	JEFF CEDARSTRAND 10069 ELR	B8090.100	75.00		
3164	Standard Security Life Ins. B Fund	B9055.800	36.20		
Total:			1,019.19		

**TOWN OF URBANA**

**Abstract of Unaudited Vouchers**  
**HIGHWAY FUND - OUTSIDE VILLAGE**

Total Claims: \$85,122.73

12/17/2024

Number 012

Voucher #	Claimant	Account #	Amount	Check	Date
3115	MIRABITO ENERGY PRODUCTS 262831/Fuel	DB5110.420	2,664.29		
3115	MIRABITO ENERGY PRODUCTS 263283/Fuel	DB5110.420	1,699.60		
3115	MIRABITO ENERGY PRODUCTS 263499/Fuel	DB5110.420	1,950.88		
3115	MIRABITO ENERGY PRODUCTS 263419/Fuel	DB5110.420	1,450.36		
3116	NEW ENTERPRISE 8483793/Champlin Beach Gravel	DB5110.481	377.18		
3116	NEW ENTERPRISE 8479194/Gravel #1 Crushed	DB5112.200	1,488.64		
3116	NEW ENTERPRISE 8475400/Gravel	DB5112.200	1,817.98		
3116	NEW ENTERPRISE 8478197/Gravel	DB5112.200	1,096.86		
3116	NEW ENTERPRISE 8471049/Gravel	DB5112.200	1,413.52		
3116	NEW ENTERPRISE 8480577/Gravel	DB5112.200	1,482.70		
3117	FLEET PRIDE 121991608/Hydraulic filter	DB5130.400	61.45		
3117	FLEET PRIDE 121988324/Hydraulic filter	DB5130.400	178.55		
3117	FLEET PRIDE 121974913/Fuel Spin on	DB5130.400	36.34		
3117	FLEET PRIDE 121799114/Filter, panel air element	DB5130.400	37.09		
3117	FLEET PRIDE 121833647/Fuel separator spin-on	DB5130.400	403.14		
3117	FLEET PRIDE 121902046/Filter, hydraulic spin-on	DB5130.400	208.26		
3117	FLEET PRIDE 121940136/Filters	DB5130.400	757.49		
3117	FLEET PRIDE 121975413/Radial seal outer air element	DB5130.410	26.96		
3117	FLEET PRIDE 121974914/Air elements	DB5130.410	154.48		

**TOWN OF URBANA**  
**Abstract of Unaudited Vouchers**  
**HIGHWAY FUND - OUTSIDE VILLAGE**

Total Claims: \$85,122.73

12/17/2024

Number 012

Voucher #	Claimant	Account #	Amount	Check	Date
3117	FLEET PRIDE 121564336/Filters	DB5130.410	569.21		
3117	FLEET PRIDE 121220102/Filters, dryer air, foam cab air	DB5130.410	1,529.97		
3117	FLEET PRIDE 121943069/Performance glass	DB5130.410	50.94		
3117	FLEET PRIDE 121943070/Filter, radial seal	DB5130.410	238.07		
3117	FLEET PRIDE 121834026/Radial seal, glass	DB5130.410	215.44		
3117	FLEET PRIDE 122009778/Hydraulic, cab air element	DB5130.410	518.39		
3117	FLEET PRIDE 121936604/Panel air	DB5142.400	58.02		
3117	FLEET PRIDE 121934143/Fuel element, stoplight awitch	DB5142.400	59.24		
3117	FLEET PRIDE 121966946/Shop batteries	DB5142.400	217.34		
3119	SONNY'S SERVICE of AVOCA, LLC 81078/Breaker, rocker switch, cable, tarp	DB5130.400	354.94		
3135	SUNOCO, LLC. 4124185/Fuel	DB5110.420	1,036.15		
3146	ALTA EQUIPMENT COMPANY S11/7002/Roller Repair	DB5130.410	1,863.80		
3149	AIRGAS USA, LLC 9500881914/Highway	DB5142.400	207.00		
3150	ALL SEASON TIRE, INC. 130990/Blackhawk 16 ply, 10oz "B" counteract	DB5110.400	3,160.00		
3150	ALL SEASON TIRE, INC. 130607/Tire warranty, new tire	DB5130.400	299.12		
3151	WARNER AUTO PARTS #2, #25, #14, blk pads	DB5130.410	89.75		
3152	KENWORTH NORTHEAST GROUP EL68519/#64	DB5130.400	18.22		
3153	MONROE TRACTOR, INC. P69400/Parts to fix old backhoe	DB5130.410	1,526.94		
3154	JC SMITH, INC. 1789871-R5/Veley Road	DB5110.400	2,250.00		



**TOWN OF URBANA**  
**Abstract of Unaudited Vouchers**  
**HIGHWAY FUND - OUTSIDE VILLAGE**

Total Claims: \$85,122.73

12/17/2024

Number 012

Voucher #	Claimant	Account #	Amount	Check	Date
3155	LANDPRO EQUIPMENT 31310749/Filter elements, kits	DB5130.410	812.29		
3155	LANDPRO EQUIPMENT 3145452/Hydraulic Oil, transfer	DB5130.410	281.20		
3155	LANDPRO EQUIPMENT 3136199/Little tractor	DB5130.410	98.10		
3156	GREENLEAF RECYCLING 241202161415/Back Valley Rd	DB5110.410	383.76		
3158	FINGER LAKES ENVIRO-TECH LLC 5141/Urbana pipe, goldseal, Miller. 54A	DB5110.490	1,786.40		
3159	S.T. COOTS, LLC 10881/Crushed Stone	DB5110.480	2,051.13		
3159	S.T. COOTS, LLC 10893/Crushed Stone	DB5110.480	2,213.00		
3160	NORTHERN SUPPLY, INC 131299/Plow and wing parts	DB5142.400	100.00		
3162	WILBRI 29097/Flood light	DB5142.400	96.42		
3164	Standard Security Life Ins. DB Fund	DB9055.800	87.90		
3165	VINE CITY SUPPLY, INC. C62053/Chain Sharpening	DB5110.400	17.07		
3165	VINE CITY SUPPLY, INC. B56460/Shop	DB5110.400	9.38		
3165	VINE CITY SUPPLY, INC. A6967/Shop	DB5110.410	1.23		
<b>Total:</b>			<b>39,506.19</b>		

**TOWN OF URBANA**  
**Abstract of Unaudited Vouchers**  
**TRUST & AGENCY**

Total Claims: \$85,122.73

12/17/2024

Number 012

Voucher #	Claimant	Account #	Amount	Check	Date
197	UNIFIRST CORPORATION 1150261381/Uniforms	TA28	66.49		
197	UNIFIRST CORPORATION 1150262667/Uniforms	TA28	67.06		
197	UNIFIRST CORPORATION 1150264298/Uniforms	TA28	67.06		
197	UNIFIRST CORPORATION 115026615/Uniforms	TA28	53.19		
198	New York State Teamsters Coun. Highway	TA20	8,552.38		
198	New York State Teamsters Coun. Board	TA20	444.77		
198	New York State Teamsters Coun. Office	TA20	10,308.21		
199	TEAMSTERS LOCAL 118 Union Dues	TA24	314.20		
200	EXCELLUS BLUECROSS BLUESHIELD Shirley Para	TA20	43.20		
200	EXCELLUS BLUECROSS BLUESHIELD Ella DeBuck	TA20	87.00		
200	EXCELLUS BLUECROSS BLUESHIELD Terry DeBuck	TA20	87.00		
200	EXCELLUS BLUECROSS BLUESHIELD Alzina Turner	TA20	87.00		
200	EXCELLUS BLUECROSS BLUESHIELD LeRoy Turner	TA20	87.00		

Total:

20,264.56

## **LEASE**

**THIS LEASE** dated the 1st day of January 1, 2025 between the

**TOWN OF URBANA**, a municipal corporation organized under the laws of the

State of New York, having its principal offices at 8014 Pleasant Valley Road,

Bath, New York 14810, hereinafter referred to as "LESSOR",

and the

**HAMMONDSPORT FIRE DISTRICT**, a joint fire district duly organized and existing under the Laws of the State of New York, having its principal offices and place of business at

R.D. #1, Hammondsport, Town of Urbana, County of Steuben and State of New York, hereinafter referred to as "LESSEE".

## **WITNESSETH:**

**FIRST:** Lessor has agreed to let, and does hereby let, and the Lessee has agreed to take, and does hereby take from the Lessor the following premises:

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Urbana, County of Steuben and State of New York bounded and described as follows: Beginning at an iron pipe on the north line of New York State Route 54, said iron pipe marking the southeast corner of lands of Hammondsport Central School; thence North 1° 51' 03" East along the east line of lands of the Hammondsport Central School a distance of 300.00 feet to a point; thence South 88° 33' 20" East through lands of Lessor a distance of 300.00 feet to a point; thence South 1° 51' 03" West through lands of the Lessor for a distance of 300.00 feet to a point on the north line of New York State Route 54; thence North 88° 33' 20" West along the north line of New York State Route 54, a distance of 300.00 feet to the point of beginning. Comprising an area of 2.066 acres.

SUBJECT to and together with all easements and rights-of-way of record insofar as the same may be in full force and effect and apply to the premises herein described.

BEING A PART OF THE SAME PREMISES, conveyed to the Town of Urbana by Diamond Crystal Salt Company by deed dated March 28, 1978 and recorded in the Steuben County Clerk's Office on March 28, 1978 in Book 983 of Deeds at Page 740.

**ALSO ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Urbana, County of Steuben and State of New York, bounded and described as follows: Beginning at a point on the north line of New York State Route 54, said point being South  $88^{\circ} 33' 20''$  East a distance of 300.00 feet from an iron pipe located at the southeast corner of lands of the Hammondsport Central School; thence North  $1^{\circ} 51' 03''$  East through lands of the Lessor a distance of 300.00 feet to a point; thence North  $88^{\circ} 33' 20''$  West through lands of the Lessor a distance of 300.00 feet to a point on the east line of the Hammondsport Central School; thence North  $1^{\circ} 51' 03''$  East along the east line of lands of the Hammondsport Central School a distance of 420.00 feet to a point; thence North  $80^{\circ} 04' 05''$  East through lands of the Lessor a distance of 459.54 feet to a point; thence South  $6^{\circ} 14' 36''$  West through lands of the Lessor a distance of 300.00 feet to a point; thence South  $6^{\circ} 14' 36''$  West through lands of the Lessor and along the centerline of a 25' wide right-of-way a distance of 76.84 feet to a point; thence South  $10^{\circ} 07' 01''$  East through lands of the Lessor and along the centerline of a 25' wide right-of-way a distance of 322.43 feet to a point; thence South  $14^{\circ} 05' 15''$  East through lands of the Lessor and along the centerline of a 25' wide right-of-way a distance of 123.74 feet to a point on the north line of New York State Route 54; thence North  $88^{\circ} 33' 20''$  West along the north line of New York State Route 54 a distance of 221.84 feet to the point of beginning. Comprising an area of 5.897 acres.

With respect to the above referenced right-of-way, the Lessor hereby grants to the Lessee the right of ingress, egress and regress, in common with others, from New York State

Route 54 into, over and upon the twenty-five foot wide roadway in the area where it abuts the easterly boundary of the premises herein demised. IT IS further understood, covenanted and agreed that the Lessor shall be responsible for all maintenance, including snow removal and repairs required thereon and thereto.

SUBJECT to and together with all easements and rights-of-way of record insofar as the same may be in full force and effect and apply to the premises herein described.

BEING A PART OF THE SAME PREMISES conveyed to the Town of Urbana by Diamond Crystal Salt Company by deed dated March 28, 1978 and recorded in the Steuben County Clerk's Office on March 28, 1978 in Book 983 of Deeds at Page 740.

The Lessee shall have and hold said premises with all rights, privileges, easements and appurtenances thereunto attached, and belonging unto the Lessee, for and during the term of **TEN (10) YEARS** commencing on the 1st day of January, 2025 and ending at midnight on the 31<sup>th</sup> day of December, 2034.

Lessor hereby covenants and agrees that Lessee shall have the right and privilege to obtain nine (9) consecutive renewals of this Lease upon the same or such other and further conditions as are mutually agreed upon by the parties hereto. Lessee shall give written notice to Lessor of its intention to renew this Lease at least ninety (90) days prior to the expiration of its original term and any renewal terms.

**SECOND:** The Lessee shall pay unto the Lessor the total rent for this Lease in the sum of **ONE DOLLAR AND NO CENTS (\$1.00)**, and other good and valuable consideration.

**THIRD:** The Lessee covenants and agrees to use the demised premises for a **FIRE STATION** and matters related to the efficient operation of the firefighters and their attendant apparatus/equipment. This use shall, however, also embrace all properly related activities, including those of a social nature, the Annual Fireman's Carnival and other fundraising events.

**FOURTH:** Lessee agrees to pay all costs connected with the erection, maintenance and/or acquisition of any buildings, structures, sewer/septic and water systems, together with any and all improvements or alterations on the premises herein leased, during the period of the Lease and to hold Lessor harmless from any costs or liens in connection therewith or arising therefrom.

**FIFTH:** The Lessee shall be responsible for all external and internal repairs and replacement of whatsoever nature and description as they may relate to any structures located on the demised premises and shall be solely responsible for all utility expenses and all snow removal and refuse removal as well as for the general maintenance, upkeep and repair of the entire demised premises.

**SIXTH:** It is further covenanted and agreed by and between the parties that the Lessee will, at its own expense and so long as this Lease shall be in force, keep any buildings and improvements that shall at any time be upon the premises insured in good and reliable insurance companies, to an amount not less than **EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00)**, and that the Lessee will cause the proceeds of the policies at all times to be payable, in the event of loss, to the Lessor, its successors and assigns. In the event of damage or destruction of any of the buildings or improvements by fire or other causes, for which insurance proceeds shall be payable and shall have been paid to the Lessor, its successors or assigns, the Lessor shall pay the proceeds upon an architect's certificate, as the buildings or improvements are rebuilt or restored, to the then contractor entitled to the same, for work done and materials furnished, if any.

**SEVENTH:** It is further understood and agreed that, as often as any of the buildings and improvements be destroyed or damaged by fire or otherwise, the Lessee shall, at its own cost and expense, subject to Lessee's rights to the benefit of any insurance proceeds pursuant to paragraph

"Sixth" above, and without expense to the Lessor, its successors and assigns, rebuild and repair the same, upon the same general plans and dimensions as before the fire or casualty and as then deemed by Lessor and Lessee to be reasonable and appropriate for the premises.

**EIGHTH:** Lessee agrees to indemnify Lessor, its successors and assigns, from all and every damage and liability, directly or indirectly, including, without limitation, costs or expenses (including reasonable attorney fees) to which Lessor may be put by reason of any claims, demands, injuries to persons, including death, or property of any kind or nature arising during the term of this Lease (or any extension thereof whether under a written lease or otherwise) by reason of the use, occupation, management, operation, possession or control of the premises herein leased or any portion thereof whether such damages, injuries or claims result from the negligence of Lessee or otherwise, excepting, however, injuries or damages occasioned by the negligence of the Lessor. Lessee further agrees to hold Lessor free from any action, cause or causes of action, suits, debts, sums of money, judgments, liens, claims and demands whatsoever at law or in equity caused by or arising out of or accruing from this Lease or any extension thereof. The provisions of this paragraph shall survive the termination or expiration of this Lease.

**NINTH:** Lessee agrees to procure, keep and maintain, during the term of this Lease and any extension thereof, at its own expense, suitable and adequate public liability insurance in a minimum amount of **ONE MILLION DOLLARS (\$1,000,000.00)** each person, **TWO MILLION DOLLARS (\$2,000,000.00)** each accident, and **ONE MILLION DOLLARS (\$1,000,000.00)** against property damage, and to include as an additional primary insured on said policies the name of the Lessor and its officers and employees. Lessee further agrees to furnish Lessor with a full, true and complete copy of all insurance policies effective as of April 1st, each and every year thereafter, as proof that the provisions



of this paragraph "NINTH" have been complied with.

**TENTH:** Lessee shall comply with all requirements, laws, orders, ordinances and regulations of the Federal, State and Municipal authorities, and with any lawful directions given by a public officer which shall impose any duties upon the Lessor or Lessee with respect to the premises herein leased, or to the use, possession, occupation and control thereof. Lessee shall not do or permit anything to be done upon the leased premises which shall, or might, subject the Lessor to any liability or responsibility for injury to any persons or any injury or damage to any property.

**ELEVENTH:** It is further covenanted and agreed by and between the parties hereto that in the event the Lessor, its successors and assigns, shall, without fault on its part, be made party to any litigation concerning this Lease, brought by or against the Lessee, then the Lessee shall pay all costs and attorneys' fees incurred by the Lessor, its successors or assigns, on account of such litigation. The provisions of this paragraph shall survive the termination or expiration of this Lease.

**TWELFTH:** It is further covenanted and agreed by and between the parties hereto that no waiver by the Lessor, its successors or assigns, of any breach of any of the covenants herein contained to be performed by the lessee, its successors or assigns, shall be construed to be a waiver of any succeeding breach of the same covenant or agreement.

**THIRTEENTH:** If the Lessee, at any time during the term of this Lease or any renewals thereof, shall be adjudicated bankrupt, either by voluntary or involuntary proceedings, make an assignment for the benefit of creditors, be adjudicated insolvent or in the event that a receiver in any proceeding, either at law or in equity, shall be appointed of the Lessee in any Court, then, at the option of the Lessor and upon ten (10) days written notice to the Lessee of the exercise of such option, this Lease shall cease and come to an end.

**FOURTEENTH:** Lessor's Remedies on Lessee's Breach: If Lessee breaches this Lease, Lessor shall have the following remedies in addition to any other rights and remedies at law or in equity in such event:

(a) Reentry: Lessor may reenter the premises and any and all buildings thereon and remove all Lessee's property therefrom and Lessor may store such property in a public warehouse or other place of Lessor's choosing at Lessee's expense or to Lessee's account.

(b) Termination: After reentry, Lessor may terminate the Lease by giving Lessee ten (10) days written notice by registered mail direct to the lease premises. Reentry only, without notice of termination, will not terminate the Lease.

(c) Reletting Premises: After reentering, lessor may relet the premises, or any part thereof: without terminating the Lease on such terms as Lessor may, reasonably and in good faith, choose. Lessor may make such alterations and repairs to the premises as are necessary.

(d) Upon expiration or termination of this Lease, Lessee shall surrender the premises together with all alterations and improvements made upon the premises (except Lessee's moveable furniture and moveable personal property), which improvements shall become the property of Lessor.

**FIFTEENTH:** Upon the request of either party, the other shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation.

**SIXTEENTH:** The provisions written in this Lease constitute the whole and complete agreement of the parties concerned and no agreements or negotiations, oral or written, of the parties, prior to the signing of this instrument and not included in the written body of this Lease, will be considered to be part of the agreement.

**SEVENTEENTH:** The provisions of this Lease may not be changed in any way by either

party except by the written agreement of both Lessor and Lessee. All oral agreements will be considered to be only in contemplation of a future written agreement and will in no way be binding.

**EIGHTEENTH:** It is understood and agreed that the Lessee shall not have the right or privilege to sell, assign or sublet this Lease to any person, firm, individual or corporation in whole or in any part without the prior written consent of Lessor.

**NINETEENTH:** It is further covenanted and agreed by and between the parties that all the expressions, terms, conditions, provisions and agreements herein shall extend to and be binding upon, or inure to the benefit of, as the case may be, each and every one of the successors and assigns of the parties, as if in every case expressed; however, the Lessee may not assign or sublet this Lease without the prior written consent of the Lessor; and all the conditions, covenants and limitations of this agreement shall be, and are hereby declared to be, covenants running with the land which covenants shall expire on termination or expiration of this Lease except as otherwise stated in this Lease.

**TWENTIETH:** This Agreement supersedes any and all prior leasehold agreements between the parties and shall be construed and governed in accordance with the Laws of the State of New York as well as any local laws or legislation pertinent thereto.

**IN WITNESS WHEREOF,** the parties, for proper and sufficient consideration and intending to be legally bound hereby, by their respective duly authorized officers, have caused this Agreement to be dated as of the date and year first above written, but actually signed the date of the later acknowledgment attached hereto and made a part hereof.

## THE TOWN OF URBANA

(SEAL)

## THE HAMMONDSPORT FIRE DISTRICT

**(SEAL)**

**BY:** \_\_\_\_\_

## Its Chairman

[illegible]

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025, before me, the undersigned, personally appeared **K. David Durepo**, as TOWN SUPERVISOR of the TOWN OF URBANA, the corporation described herein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

[illegible]

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025, before me, the undersigned, personally appeared \_\_\_\_\_, as CHAIRMAN of the HAMMONDSPORT FIRE DISTRICT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**Notary Public**